

STATE OF MICHIGAN
COURT OF APPEALS

GERALD T. SLOAN,

Plaintiff/Counter-Defendant-
Appellee,

v

CITY OF MADISON HEIGHTS,

Defendant/Counter-Plaintiff-
Appellant.

UNPUBLISHED

October 27, 2005

No. 254371

Oakland Circuit Court

LC No. 2002-045806-CK

Before: Hoekstra, P.J., and Gage and Wilder, JJ.

PER CURIAM.

In this action concerning the proper interpretation of a collective bargaining agreement, defendant appeals as of right the trial court's order granting plaintiff's motion for summary under MCR 2.116(C)(10). We reverse and remand for entry of an order granting summary disposition in favor of defendant.

Plaintiff retired from his position on defendant's police force in 1985. The collective bargaining agreement then in effect provided that defendant would assume the full cost of listed health insurance "for all full term retirees and their spouses." Consistent with this provision, defendant provided retiree health insurance benefits to plaintiff and his then wife until her death in 2000. In 2002, plaintiff notified defendant that he had remarried, and requested that his new wife be added to the retiree health insurance plan provided under the collective bargaining agreement. Denying any obligation under the collective bargaining agreement to provide health insurance benefits for a spouse taken by a retiree after having retired, defendant refused plaintiff's request. Plaintiff thereafter filed the instant suit alleging that defendant had breached the collective bargaining agreement by refusing to provide health insurance coverage for his new spouse. The trial court, noting that the collective bargaining agreement failed to expressly restrict the provision of health care insurance to those spouses married to a retiree at the time of retirement, found the term "spouse," as used in the relevant section of the agreement, to unambiguously include a spouse taken by a retiree at any time and, accordingly, granted summary disposition in favor of plaintiff.

This Court reviews de novo a trial court's decision on a motion for summary disposition under MCR 2.116(C)(10). *Smith v Globe Life Ins Co*, 460 Mich 446, 454; 597 NW2d 28 (1999). The proper interpretation of a contract is a question of law also reviewed de novo on appeal.

Cohen v Auto Club Ins Ass’n, 463 Mich 525, 528; 620 NW2d 840 (2001). When interpreting a contract, this Court’s obligation is to determine the intent of the parties. *Quality Products & Concepts Co v Nagel Precision, Inc*, 469 Mich 362, 375; 666 NW2d 251 (2003). In doing so, we must examine the language of the contract and accord words their ordinary and plain meanings if such meanings are apparent. *Wilkie v Auto-Owners Ins Co*, 469 Mich 41, 47; 664 NW2d 776 (2003). If the language is unambiguous, courts must interpret and enforce the contract as written. *Quality Products, supra*.

Here, in determining that the collective bargaining agreement unambiguously requires that defendant provide health insurance for the spouse of a retiree regardless of when that spouse was taken by the retiree, the trial court focused on the absence of express language to the contrary in the relevant section of the agreement. However, it is well settled that when interpreting a contract courts must read the agreement as a whole in order to effectuate the overall intent of the parties. See *Perry v Sied*, 461 Mich 680, 689 n 10; 611 NW2d 516 (2000), citing 3 Corbin, Contracts, § 549, pp 183-186 (“contracts are to be interpreted and their legal effects determined as a whole”). As emphasized by defendant both below and on appeal, in addition to providing that defendant would assume the cost of health insurance benefits “for all full term retirees and their spouses,” the agreement at issue here also provides that its terms would be “effective” only for the period of July 1, 1984 through June 30, 1986. Although we do not agree with defendant that this latter provision, when read in conjunction with the former, requires the conclusion that a retiree’s “spouse at the time of retirement . . . is the only spouse entitled to [retiree health insurance] coverage,” we nonetheless conclude that when read as a whole, the agreement indicates an intent by the parties to fix the healthcare benefits of a retiree as of a specific point in time, i.e., upon expiration of the agreement. *Id.* Because plaintiff’s spouse at that time was not that for whom he now seeks benefits, defendant is not obligated under the plain and unambiguous terms of the collective bargaining agreement to provide health insurance for that spouse.

Accordingly, we reverse the trial court’s order granting summary disposition in favor of plaintiff, and remand this matter for entry of an order granting summary disposition in favor of defendant. We do not retain jurisdiction.

/s/ Joel P. Hoekstra
/s/ Hilda R. Gage
/s/ Kurtis T. Wilder